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14 ROSS STORES, INC.

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16  
17 IN THE UNITED STATES DISTRICT COURT  
18 FOR THE NORTHERN DISTRICT OF CALIFORNIA

19 DOMINIQUE MORRISON, individually  
20 and on behalf of all others similarly  
21 situated,

22 Plaintiff,

23 v.

24 ROSS STORES, INC., et al.,

25 Defendants.

Case No. 4:18-cv-02671-YGR

**DEFENDANT ROSS STORES, INC.'S  
ANSWER AND DEFENSES TO  
PLAINTIFF'S SECOND AMENDED  
COMPLAINT**

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18 ROSS STORES, INC.  
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1 Defendant Ross Stores, Inc. ("Ross") responds to Plaintiff's Second Amended Complaint  
2 (the "Second Amended Complaint") as follows:

3 **FIRST DEFENSE AND ANSWER**

4 Responding to the numbered paragraphs of the Second Amended Complaint, Ross states:

5 **INTRODUCTION**

6 1. Ross admits that the Second Amended Complaint purports to assert claims against  
7 Ross related to the sale of certain products and that the Second Amended Complaint purports to be  
8 on behalf of Plaintiff and on behalf of others who are similarly situated. Except as expressly  
9 admitted herein, the allegations of paragraph 1 are denied.

10 2. Ross lacks information or knowledge sufficient to form a belief as to the truth of the  
11 allegations contained in paragraph 2 with regard to members of the bedding and linen products  
12 industry or with regard to the use by consumers of thread count and therefore denies the same. To  
13 the extent a further response is required, the allegations of paragraph 2 are denied.

14 3. The allegations of paragraph 3 are denied.

15 4. The allegations of paragraph 4 are denied.

16 5. Ross lacks information or knowledge sufficient to form a belief as to the truth of the  
17 allegations contained in paragraph 5 with regard to consumers' beliefs regarding thread count and  
18 therefore denies the same. To the extent a further response is required, the allegations of paragraph  
19 5 are denied.

20 6. Ross lacks information or knowledge sufficient to form a belief as to the truth of the  
21 allegations contained in paragraph 6 with regard to consumers' beliefs regarding thread count and  
22 therefore denies the same. To the extent a further response is required, the allegations of paragraph  
23 6 are denied.

24 7. Ross denies that Plaintiff or any other putative class members have been damaged  
25 in any way by conduct of Ross. To the extent a further response is required, Ross lacks information  
26 or knowledge sufficient to form a belief as to the truth of the remaining allegations in paragraph 7  
27 and they are therefore denied.

**JURISDICTION AND VENUE**

8. It is admitted that Plaintiff has alleged that there are likely more than 100 putative class members. Ross lacks information or knowledge sufficient to form a belief as to the truth of the allegations about Plaintiff's residence, and therefore it is denied that minimal diversity exists. It is denied that there is an aggregate amount in controversy exceeding \$5,000,000. Except as expressly admitted herein, the allegations of paragraph 8 are denied.

9. It is admitted that Defendant Ross conducts business in this district. Except as expressly admitted herein, the allegations of paragraph 9 are denied.

10. The allegations of paragraph 10 are denied.

**PARTIES**

11. Ross lacks information or knowledge sufficient to form a belief as to the truth of the allegations about Plaintiff's residence. Except as expressly admitted herein, the allegations of paragraph 11 are denied.

12. Admitted.

**FACTUAL ALLEGATIONS**

13. Ross lacks information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 13 and therefore denies the same.

14. To the extent the allegations of paragraph 14 are directed to entities other than Ross, Ross lacks information or knowledge sufficient to form a belief as to the truth of those allegations. To the extent a further response is required, the allegations of paragraph 14 are denied.

15. To the extent the allegations of paragraph 15 characterize or attempt to characterize the contents of the article cited therein, those allegations are denied to the extent they conflict with the article, which speaks for itself. To the extent a further response is required, the allegations of paragraph 15 are denied.

16. To the extent the allegations of paragraph 16 characterize or attempt to characterize the contents of the article cited there, those allegations are denied to the extent they conflict with the article, which speaks for itself. To the extent a further response is required, the allegations of paragraph 16 are denied.

1           17.     Ross lacks information or knowledge sufficient to form a belief as to the truth of the  
2     allegations contained in paragraph 17 and therefore denies the same.

3           18.     Ross lacks information or knowledge sufficient to form a belief as to the truth of the  
4     allegations contained in paragraph 18 and therefore denies the same.

5           19.     To the extent the allegations of paragraph 19 characterize or attempt to characterize  
6     the contents of an ASTM standard, those allegations are denied to the extent they conflict with the  
7     standard, which speaks for itself. Except as expressly admitted herein, the allegations of paragraph  
8     19 are denied.

9           20.     To the extent the allegations of paragraph 20 characterize or attempt to characterize  
10    the contents of an ASTM standard, those allegations are denied to the extent they conflict with the  
11    standard, which speaks for itself. Except as expressly admitted herein, the allegations of paragraph  
12    20 are denied.

13          21.     To the extent the allegations of paragraph 21 characterize or attempt to characterize  
14    the contents of an ASTM standard, those allegations are denied to the extent they conflict with the  
15    standard, which speaks for itself. Except as expressly admitted herein, the allegations of paragraph  
16    21 are denied.

17          22.     To the extent the allegations of paragraph 22 characterize or attempt to characterize  
18    the contents of an ASTM standard, those allegations are denied to the extent they conflict with the  
19    standard, which speaks for itself. Except as expressly admitted herein, the allegations of paragraph  
20    22 are denied.

21          23.     To the extent the allegations of paragraph 23 are directed to entities other than Ross,  
22    Ross lacks information or knowledge sufficient to form a belief as to the truth of those allegations  
23    and they are therefore denied. Except as expressly admitted herein, the allegations of paragraph 23  
24    are denied.

25          24.     To the extent the allegations of paragraph 24 characterize or attempt to characterize  
26    the contents of a letter from the Federal Trade Commission ("FTC"), those allegations are denied  
27    to the extent they conflict with the letter, which speaks for itself. Except as expressly admitted  
28    herein, the allegations of paragraph 24 are denied.

1           25. To the extent the allegations of paragraph 25 characterize or attempt to characterize  
2 the contents of a letter from the FTC, those allegations are denied to the extent they conflict with  
3 the letter, which speaks for itself. Except as expressly admitted herein, the allegations of paragraph  
4 25 are denied.

5           26. To the extent the allegations of paragraph 26 characterize or attempt to characterize  
6 the contents of a letter from the ATMI, those allegations are denied to the extent they conflict with  
7 the letter, which speaks for itself. Except as expressly admitted herein, the allegations of paragraph  
8 26 are denied.

9           27. To the extent the allegations of paragraph 27 characterize or attempt to characterize  
10 the contents of an FTC letter, those allegations are denied to the extent they conflict with the letter,  
11 which speaks for itself. Except as expressly admitted herein, the allegations of paragraph 27 are  
12 denied.

13           28. To the extent the allegations of paragraph 28 are directed to entities other than Ross,  
14 Ross lacks information or knowledge sufficient to form a belief as to the truth of those allegations.  
15 Except as expressly admitted herein, the allegations of paragraph 28 are denied.

16           29. The allegations of paragraph 29 are denied.

17           30. The allegations of paragraph 30 are denied.

18           31. Responding to the allegations of paragraph 31, it is admitted that Ross includes the  
19 phrase "comparable value" on the price tags affixed to products for sale in its stores. Except as  
20 admitted, the allegations of paragraph 31 are denied.

21           32. The allegations of paragraph 32 are denied.

22           33. Ross lacks information or knowledge sufficient to form a belief as to the truth of the  
23 allegations in paragraph 33 and therefore denies the same.

24           34. Ross lacks information or knowledge sufficient to form a belief as to the truth of the  
25 allegations in paragraph 34 and therefore denies the same.

26           35. Ross lacks information or knowledge sufficient to form a belief about what bed  
27 sheets Plaintiff purchased and who imported or manufactured them. To the extent a further  
28 response is required, the allegations of paragraph 35 are denied.



1           36.     Ross lacks information or knowledge sufficient to form a belief as to the truth of the  
2     allegations in paragraph 36 and therefore denies the same.

3           37.     Ross lacks information or knowledge sufficient to form a belief as to the truth of the  
4     allegations in paragraph 37 and therefore denies the same.

5           38.     Ross lacks information or knowledge sufficient to form a belief as to the truth of the  
6     allegations in paragraph 38 and therefore denies the same.

7           39.     Ross lacks information or knowledge sufficient to form a belief as to the truth of the  
8     allegations in paragraph 39 and therefore denies the same.

9           40.     Ross lacks information or knowledge sufficient to form a belief as to the truth of the  
10    allegations in paragraph 40 and therefore denies the same.

11          41.     The allegations of paragraph 41 are denied.

12          42.     Ross lacks information or knowledge sufficient to form a belief as to the truth of the  
13    allegations in paragraph 42 and therefore denies the same.

14          43.     Responding to the allegations of paragraph 43, it is admitted that AQ Textiles  
15    imports and sells bed sheets to Ross, and that Ross has sold bed sheets purchased from AQ Textiles  
16    in its stores. It is further admitted that Ross has purchased from AQ Textiles and sold sheets with  
17    the brand names Grande Estate and Hampton House. To the extent Plaintiff alleges that the images  
18    included in this paragraph depict the labels of products sold by Ross, Ross lacks information or  
19    knowledge sufficient to form a belief as to the truth of such allegation and therefore denies it.  
20    Except as expressly admitted, the allegations of paragraph 43 are denied.

21          44.     The allegations of paragraph 44 are denied.

22          45.     Ross lacks information or knowledge sufficient to form a belief as to the truth of the  
23    allegations in paragraph 45 and therefore denies the same.

24          46.     Responding to the allegations in paragraph 46, it is admitted that Ross has sold  
25    Grande Estates sheet sets labeled as 800 thread count in its stores. Ross lacks information or  
26    knowledge sufficient to form a belief as to the truth of the remaining allegations in paragraph 46  
27    and therefore denies the same.  
28

1           47.     Responding to the allegations of paragraph 47, Ross admits that the image included  
2 in paragraph 47 appears to depict a Ross price tag for a queen sheet set with a price of \$39.99 and  
3 a comparable value of \$100.00. Except as expressly admitted, the allegations of paragraph 47 are  
4 denied.

5           48.     The allegations of paragraph 48 are denied.

6           49.     The allegations of paragraph 49 are denied.

7           50.     The allegations of paragraph 50 are denied.

8           51.     The allegations of paragraph 51 are denied.

9           52.     Ross admits that Plaintiff purports to assert individual and class-action claims with  
10 respect to the bed sheets identified in paragraph 52, but expressly denies that she has the legal right  
11 to assert such claims on a class-action basis. Except as expressly admitted, the allegations of  
12 paragraph 52 are denied.

13           53.     Ross admits that Plaintiff purports to assert individual and class-action claims with  
14 respect to the bed sheets identified as the "Products," but expressly denies that she has the legal  
15 right to assert such claims on a class-action basis. Except as expressly admitted, the allegations of  
16 paragraph 53 are denied.

17           54.     The allegations of paragraph 54 are denied.

18           55.     The allegations of paragraph 55 are denied.

19           56.     The allegations of paragraph 56 are denied.

20           57.     The allegations of paragraph 57 are denied.

21           58.     The allegations of paragraph 58 are denied.

22           59.     The allegations of paragraph 59 are denied.

23                   **CLASS ACTION ALLEGATIONS**

24           60.     It is admitted that Plaintiff seeks to bring this action pursuant to Rule 23 of the  
25 Federal Rules of Civil Procedure. It is denied that any class should be certified. Except as expressly  
26 admitted herein, the allegations of paragraph 60 are denied.

27           61.     It is admitted that Plaintiff seeks to use a class period as described in paragraph 61.  
28 Except as expressly admitted herein, the allegations of paragraph 61 are denied.



62. It is admitted that Plaintiff seeks to exclude certain persons and entities from the classes they seek to certify. Except as expressly admitted herein, the allegations of paragraph 62 are denied.

63. It is denied that a class action is an appropriate method for addressing Plaintiff's claims. Except as expressly admitted herein, the allegations of paragraph 63 are denied.

64. It is denied that the identities of the purported class members may be easily identified from Ross's records. Ross lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations in paragraph 64 and therefore denies the same.

65. It is admitted that Plaintiff seeks to represent a Missouri state class in addition to nationwide classes and/or state subclasses. It is denied that any of those classes are appropriate methods of addressing Plaintiff's claims. Except as expressly admitted herein, the allegations of paragraph 65 are denied.

66. It is denied that a class action is an appropriate method for addressing Plaintiff's claims. To the extent a further response is required, the allegations of paragraph 66, including all subparts thereof, are denied.

67. The allegations of paragraph 67 are denied.

68. Ross lacks information or knowledge sufficient to form a belief as to the truth of the allegations in paragraph 68 and therefore denies the same.

69. The allegations of paragraph 69 are denied.

70. The allegations of paragraph 70 are denied.

71. The allegations of paragraph 71 are denied.

72. The allegations of paragraph 72 are denied.

73. The allegations of paragraph 73 are denied.

74. The allegations of paragraph 74 are denied.

## EQUITABLE TOLLING

75. The allegations of paragraph 75 are denied.

76. The allegations of paragraph 76 are denied.

1           77.     It is denied that any products sold by Ross were defective. To the extent a further  
2 response is required, the allegations of paragraph 77 are denied.

3           78.     The allegations of paragraph 78 are denied.

4                               **COUNT ONE**

5                               **Magnuson Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq.***

6           79.     Count One was dismissed by order of the Court. To the extent a response is required,  
7 denied.

8           80.     Count One was dismissed by order of the Court. To the extent a response is required,  
9 denied.

10          81.     Count One was dismissed by order of the Court. To the extent a response is required,  
11 denied.

12          82.     Count One was dismissed by order of the Court. To the extent a response is required,  
13 denied.

14          83.     Count One was dismissed by order of the Court. To the extent a response is required,  
15 denied.

16          84.     Count One was dismissed by order of the Court. To the extent a response is required,  
17 denied.

18          85.     Count One was dismissed by order of the Court. To the extent a response is required,  
19 denied.

20          86.     Count One was dismissed by order of the Court. To the extent a response is required,  
21 denied.

22          87.     Count One was dismissed by order of the Court. To the extent a response is required,  
23 denied.

24          88.     Count One was dismissed by order of the Court. To the extent a response is required,  
25 denied.

26          89.     Count One was dismissed by order of the Court. To the extent a response is required,  
27 denied.

1           90.     Count One was dismissed by order of the Court. To the extent a response is required,  
2 denied.  
3           91.     Count One was dismissed by order of the Court. To the extent a response is required,  
4 denied.  
5           92.     Count One was dismissed by order of the Court. To the extent a response is required,  
6 denied.  
7           93.     Count One was dismissed by order of the Court. To the extent a response is required,  
8 denied.  
9           94.     Count One was dismissed by order of the Court. To the extent a response is required,  
10 denied.  
11          95.     Count One was dismissed by order of the Court. To the extent a response is required,  
12 denied.  
13          96.     Count One was dismissed by order of the Court. To the extent a response is required,  
14 denied.  
15          97.     Count One was dismissed by order of the Court. To the extent a response is required,  
16 denied.  
17          98.     Count One was dismissed by order of the Court. To the extent a response is required,  
18 denied.  
19          99.     Count One was dismissed by order of the Court. To the extent a response is required,  
20 denied.  
21          100.    Count One was dismissed by order of the Court. To the extent a response is required,  
22 denied.  
23          101.    Count One was dismissed by order of the Court. To the extent a response is required,  
24 denied.  
25          102.    Count One was dismissed by order of the Court. To the extent a response is required,  
26 denied.  
27          103.    Count One was dismissed by order of the Court. To the extent a response is required,  
28 denied.

## Fraud

13            109. Ross's responses to paragraphs 1-108 of the Second Amended Complaint are  
14 incorporated by reference as though set forth in their entirety.

15            110. It is admitted that Plaintiff brings this count on her own behalf and seeks to assert  
16 class-action claims on this count. Except as expressly admitted, denied.

19            113.    The allegations of paragraph 113 are denied.

114. It is admitted that Plaintiff seeks damages and other compensation in this case, and it is denied that Plaintiff or any putative class members are entitled to any such damages or compensation. Except as expressly admitted, denied.

**California Civil Code, § 1750, *et seq.***

115. Ross's responses to paragraphs 1-114 of the Second Amended Complaint are incorporated by reference as though set forth in their entirety.

1           116. It is admitted that Plaintiff brings this count on her own behalf and seeks to assert  
2 class-action claims on this count. Except as expressly admitted, denied.

3           117. Paragraph 117 states a conclusion of law to which no response is required. To the  
4 extent a further response is required, the allegations are denied.

5           118. Paragraph 118 states a conclusion of law to which no response is required. To the  
6 extent a further response is required, the allegations are denied.

7           119. Paragraph 119 states a conclusion of law to which no response is required. To the  
8 extent a further response is required, the allegations are denied.

9           120. Paragraph 120 states a conclusion of law to which no response is required. To the  
10 extent a further response is required, the allegations are denied.

11           121. Paragraph 121 states a conclusion of law to which no response is required. To the  
12 extent a further response is required, the allegations are denied.

13           122. It is admitted that some bed sheets are sold with a thread count listed on the  
14 packaging. Except as expressly admitted, denied.

15           123. It is admitted that there is no requirement that bed sheets be packaged or sold with  
16 a listed thread count. Ross lacks information or knowledge sufficient to form a belief as to the truth  
17 of the allegations in paragraph 123 regarding customers' perceptions of value and quality and  
18 therefore denies the same. Except as expressly admitted, denied.

19           124. The allegations of paragraph 124 are denied.

20           125. The allegations of paragraph 125 are denied.

21           126. The allegations of paragraph 126 are denied.

22           127. The allegations of paragraph 127 are denied.

23           128. The allegations of paragraph 128 are denied.

24           129. The allegations of paragraph 129 are denied.

25           130. The allegations of paragraph 130 are denied.

26           131. The allegations of paragraph 131 are denied.

1           132. Ross lacks information or knowledge sufficient to form a belief as to the truth of the  
2 allegations in paragraph 132 regarding customers' ability to determine the thread count of particular  
3 bed sheets and therefore denies the same. Except as expressly admitted, denied.

4           133. To the extent the allegations of paragraph 133 are directed to entities other than  
5 Ross, Ross lacks information or knowledge sufficient to form a belief as to the truth of those  
6 allegations. To the extent a further response is required, the allegations of paragraph 133 are denied.

7           134. The allegations of paragraph 134 are denied.

8           135. Ross lacks information or knowledge sufficient to form a belief as to the truth of the  
9 allegations in paragraph 135 regarding the importance consumers place on thread count and  
10 therefore denies the same. Except as expressly admitted, denied.

11           136. The allegations of paragraph 136 are denied.

12           137. The allegations of paragraph 137 are denied.

13           138. The allegations of paragraph 138 are denied.

14           139. The allegations of paragraph 139 are denied.

15           140. It is admitted that Plaintiff seeks individual and class relief under California law, but  
16 expressly denied that plaintiff or putative class members are entitled to any relief against Ross.  
17 Except as expressly admitted, denied.

18           141. It is admitted that counsel for Plaintiff sent a letter to counsel for Ross dated May 4,  
19 2018, and that such letter speaks for itself. It is further admitted that counsel for Ross responded  
20 via letter dated May 29, 2018, and that such letter speaks for itself. Except as expressly admitted,  
21 denied.

## 22           **COUNT FOUR**

### 23           **Unfair Competition Law – Unlawful Prong**

### 24           **California Business and Professions Code, § 17200, *et seq.***

25           142. Ross's responses to paragraphs 1-141 of the Second Amended Complaint are  
26 incorporated by reference as though set forth in their entirety.

27           143. It is admitted that Plaintiff brings this count on her own behalf and seeks to assert  
28 class-action claims on this count. Except as expressly admitted, denied.



144. The allegations of paragraph 144 are denied.

145. The allegations of paragraph 145 are denied.

146. The allegations of paragraph 146 are denied.

147. The allegations of paragraph 147 are denied.

148. The allegations of paragraph 148 are denied.

149. The allegations of paragraph 149 are denied.

150. The allegations of paragraph 150 are denied.

**COUNT FIVE**

**Unfair Competition Law – Unfair Prong**

**California Business and Professions Code, § 17200, *et seq.***

151. Ross's responses to paragraphs 1-150 of the Second Amended Complaint are incorporated by reference as though set forth in their entirety.

152. It is admitted that Plaintiff brings this count on her own behalf and seeks to assert class-action claims on this count. Except as expressly admitted, denied.

153. The allegations of paragraph 153 are denied.

154. The allegations of paragraph 154 are denied.

155. The allegations of paragraph 155 are denied.

156. The allegations of paragraph 156 are denied.

157. The allegations of paragraph 157 are denied.

**COUNT SIX**

**Unfair Competition Law – Fraudulent Prong**

**California Business and Professions Code, § 17200, *et seq.***

158. Ross's responses to paragraphs 1-157 of the Second Amended Complaint are incorporated by reference as though set forth in their entirety.

159. It is admitted that Plaintiff brings this count on her own behalf and seeks to assert class-action claims on this count. Except as expressly admitted, denied.

160. The allegations of paragraph 160 are denied.

161. The allegations of paragraph 161 are denied.

162. The allegations of paragraph 162 are denied.

163. The allegations of paragraph 163 are denied.

164. The allegations of paragraph 164 are denied.

165. The allegations of paragraph 165 are denied.

166. The allegations of paragraph 166 are denied.

**COUNT SEVEN**

**Misleading and Deceptive Advertising**

**California Business and Professions Code, § 17500, *et seq.***

167. Ross's responses to paragraphs 1-166 of the Second Amended Complaint are incorporated by reference as though set forth in their entirety.

168. It is admitted that Plaintiff brings this count on her own behalf and seeks to assert class-action claims on this count. Except as expressly admitted, denied.

169. It is admitted that Plaintiff seeks to plead a violation of California statutory law and seeks to assert such claims on behalf of a class. Except as expressly admitted herein, the allegations of paragraph 169 are denied.

170. The allegations of paragraph 170 are denied.

171. The allegations of paragraph 171 are denied.

172. The allegations of paragraph 172 are denied.

173. The allegations of paragraph 173 are denied.

**COUNT EIGHT**

**(Breach of Express Warranty)**

174. Ross's responses to paragraphs 1-173 of the Second Amended Complaint are incorporated by reference as though set forth in their entirety.

175. It is admitted that Plaintiff brings this count on her own behalf and seeks to assert class-action claims on this count. Except as expressly admitted, denied.

176. It is admitted that Ross sells bed sheets to the public. Except as expressly admitted, denied.

177. The allegations of paragraph 177 are denied.

178. The allegations of paragraph 178 are denied.

179. The allegations of paragraph 179 are denied.

180. The allegations of paragraph 180 are denied.

181. The allegations of paragraph 181 are denied.

182. The allegations of paragraph 182 are denied.

183. It is admitted that counsel for Plaintiff sent a letter to counsel for Ross dated May 4, 2018, and that such letter speaks for itself. Except as expressly admitted, denied.

184. The allegations of paragraph 184 are denied.

185. The allegations of paragraph 185 are denied.

186. The allegations of paragraph 186 are denied.

### **COUNT NINE**

#### **Breach of Implied Warranty of Merchantability**

187. Ross's responses to paragraphs 1-186 of the Second Amended Complaint are incorporated by reference as though set forth in their entirety.

188. It is admitted that Plaintiff brings this count on her own behalf and seeks to assert class-action claims on this count. Except as expressly admitted, denied.

189. It is admitted that Ross sells bed sheets to the public. Except as expressly admitted, denied.

190. It is admitted that Ross sells bed sheets to the public. Except as expressly admitted, denied.

191. Paragraph 191 states a conclusion of law to which no response is required. To the extent a further response is required, the allegations are denied.

192. The allegations of paragraph 192 are denied.

193. The allegations of paragraph 193 are denied.

194. The allegations of paragraph 194 are denied.

195. It is admitted that Ross sells its products directly to consumers, as "end users," and therefore expects those products to reach "end users" in the condition in which they are sold. Except as expressly admitted, the allegations of paragraph 195 are denied.

196. The allegations of paragraph 196 are denied.

197. The allegations of paragraph 197 are denied.

198. The allegations of paragraph 198 are denied.

199. It is admitted that counsel for Plaintiff sent a letter to counsel for Ross dated May 4, 2018, and that such letter speaks for itself. Except as expressly admitted, denied.

200. The allegations of paragraph 200 are denied.

### **COUNT TEN**

#### **Negligent Misrepresentation**

201. Ross's responses to paragraphs 1-200 of the Second Amended Complaint are incorporated by reference as though set forth in their entirety.

202. It is admitted that Plaintiff brings this count on her own behalf and seeks to assert class-action claims on this count. Except as expressly admitted, denied.

203. Paragraph 203 states a conclusion of law to which no response is required. To the extent a further response is required, the allegations are denied.

204. Paragraph 204 states a conclusion of law to which no response is required. To the extent a further response is required, the allegations are denied.

205. The allegations of paragraph 205 are denied.

206. The allegations of paragraph 206 are denied.

207. The allegations of paragraph 207 are denied.

208. It is denied that any products sold by Ross were defective. To the extent a further response is required, the allegations of paragraph 208 are denied.

209. The allegations of paragraph 209 are denied.

210. The allegations of paragraph 210 are denied.

**COUNT ELEVEN**

**Violation of the Missouri Merchandising Practices Act**

211. Ross's responses to paragraphs 1-210 of the Second Amended Complaint are incorporated by reference as though set forth in their entirety.

212. Paragraph 212 states a conclusion of law to which no response is required. To the extent a further response is required, the allegations are denied.

213. The allegations of paragraph 213 are denied.

214. The allegations of paragraph 214 are denied.

215. The allegations of paragraph 215 are denied.

216. The allegations of paragraph 216 are denied.

217. The allegations of paragraph 217 are denied.

218. The allegations of paragraph 218 are denied.

219. The allegations of paragraph 219 are denied.

**COUNT TWELVE**

**Unjust Enrichment**

220. Count Twelve was dismissed by order of the Court. To the extent a response is required, denied.

221. Count Twelve was dismissed by order of the Court. To the extent a response is required, denied.

222. Count Twelve was dismissed by order of the Court. To the extent a response is required, denied.

223. Count Twelve was dismissed by order of the Court. To the extent a response is required, denied.

224. Count Twelve was dismissed by order of the Court. To the extent a response is required, denied.

225. Count Twelve was dismissed by order of the Court. To the extent a response is required, denied.





**TENTH DEFENSE**

Plaintiff's claims are barred in whole or in part by the doctrine of estoppel.

**ELEVENTH DEFENSE**

To the extent Plaintiff or putative class members have suffered any harm, which is expressly denied, they have failed to mitigate their damages or to prevent any harm.

**TWELFTH DEFENSE**

Plaintiff's claims are barred because the products allegedly purchased were labelled in accord with governing law and according to applicable standards.

**THIRTEENTH DEFENSE**

Ross did not label or manufacture the bed sheets at issue and is not responsible for any representations made regarding thread count or other characteristics of the bed sheets on their labels.

**FOURTEENTH DEFENSE**

To the extent Plaintiff or putative class members relied on or understood representations regarding thread count as indicative of any quantifiable level of quality, durability, longevity, softness, or comfort, such reliance or understanding was not reasonable.

**FIFTEENTH DEFENSE**

Plaintiff failed to provide Ross with sufficient notice and opportunity to cure in advance of filing this lawsuit.

**SIXTEENTH DEFENSE**

To the extent Plaintiff's allegations are directed at parties other than Ross or allege misrepresentations or misconduct by parties other than Ross, Ross is not responsible for, and does not have knowledge of, such parties' alleged misrepresentations or misconduct, and denies any and all liability with respect to the same.

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1 WHEREFORE, Ross prays that:

- 2 1. Plaintiff have and recover nothing in this action;
- 3 2. Judgment be entered in favor of Ross;
- 4 3. Plaintiff's claims be dismissed in their entirety;
- 5 4. Ross be awarded its costs; and
- 6 5. Ross be awarded such other and further relief as justice requires.

7 Dated: June 20, 2019

JEFFREY B. MARGULIES  
LAUREN A. SHOOR  
ANDY GUO  
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13 By /s/ Andy Guo  
14 ANDY GUO  
15 Attorneys for Defendants  
16 ROSS STORES, INC.